

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA — WESTERN DIVISION

LINDA LANFORD,

Plaintiff,

vs.

LIFE INSURANCE COMPANY OF
NORTH AMERICA; ISEC, INC.
EMPLOYEE BENEFIT PLAN and
DOES 1 through 10, inclusive,

Defendants.

Case No. 2:15-cv-04029 JAK (AGR_x)

JUDGMENT

JS-6

1 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Judgment
2 is entered in favor of Plaintiff Linda Lanford and against Defendant Life Insurance
3 Company of North America (“LINA”). The Court Finds that Ms. Lanford was
4 disabled from her “regular occupation” pursuant to the terms of the ISEC Long Term
5 Disability Plan (“the Plan”) at the time LINA terminated her benefits. As such, the
6 Court overturns LINA’s denial of Ms. Lanford’s claim for long term disability
7 benefits.

8 LINA is Ordered to pay benefits to Plaintiff for the remainder of the 24 month
9 “regular occupation” period of the Plan (“back benefit”). LINA is further Ordered to
10 evaluate Ms. Lanford for continued benefits under the Plan’s “any occupation”
11 definition of disability.

12 LINA shall pay prejudgment interest on back benefits at a rate of 1.2%,
13 computed daily and compounded annually. In addition, LINA shall pay post-
14 judgment interest at the legal rate on any back benefits which remain unpaid as of the
15 date of this Judgment.

16 Plaintiff may apply to the Court for an award of attorney fees and recovery of
17 costs of action.

18
19 **IT IS SO ORDERED.**

20
21 Dated: August 1, 2017



JOHN A. KRONSTADT
United States District Judge